MULTIMEDIA UNIVERSITY

STUDENT ID NO

MULTIMEDIA UNIVERSITY

FINAL EXAMINATION

TRIMESTER 1, 2022/2023 (TERM ID 2210)

ULB 2612 – LABOUR LAW

(All Sections/Groups)

06 FEBRUARY 2023
Reading Time: 9.00am – 9.15am
(15 Minutes)
Answering Time: 9.15am – 12.15pm
(3 Hours)

INSTRUCTIONS TO STUDENTS

1. Students will have **fifteen minutes** during which they may read the paper and make rough notes ONLY in their question paper. Students then have the remaining **THREE HOURS** in which to answer the questions.

2. This Question paper consists of 3 Pages and 5 Questions only.

3. Answer **ONE (1)** question in Section A and it is **COMPULSORY** to answer **ALL** questions from Section B. The distribution of the marks for each question is given.

4. Students are allowed to bring into Examination Hall CLEAN and ORIGINAL copy of:
   i. Employment Act 1955 (Act 265);
   ii. Industrial Relations Act 1967 (Act 177);
   iii. Trade Union Act 1959 (Act 262); and
   iv. Employees' Social Security Act 1969 (Act 4)

5. Please write all your answers in the Answer Booklet provided.

SECTION A

Instruction: This section has TWO questions. Please answer only ONE question

QUESTION 1A

Zain's contract of employment was terminated without notice by his employer, Teleco Communication Sdn Bhd. (Teleco). Zain contended that Teleco had contravened section 12 of the Employment Act 1955 and sought to sue Teleco for breach of contract. Nordin, Zain's lawyer friend advised him to complain under section 20 of the Industrial Relations Acy 1967 as Zain was not covered by the Employment Act 1955.

Exercising his statutory power, the Director-General of Industrial Relations acted upon Zain's complaint and conciliation procedures were administered. No settlement was reached, and the Director-General referred the matter to the Minister. Zain requested that the matter be brought to the Industrial Court. The Minister refused to do so and Zain applied for a mandamus from the High Court to compel the Minister to refer the matter to the Industrial Court.

Discuss the validity of the actions taken by the parties namely Zain, Teleco, the Minister and comment on the advice made by Nordin to Zain. Cite relevant case law.

(Total:25 marks)

QUESTION 1B

The workers at Eng Hup Pottery Works Sdn. Bhd. (Eng Hup) formed and registered a union called Eng Hup Workers' Union (EHWU). Eng Hup later accorded recognition to EHWU. When EHWU called Eng Hup to start the collective bargaining process, Eng Hup did not response until the mandatory period to reply under the Industrial Relations Act IRA had expired. EHWU commenced a strike action.

Eng Hup finally agreed to commence the collective bargaining process. EHWU requested Eng Hup to discuss on matters pertaining to the general requirements for promotion of workers during the bargaining process. Eng Hup refused to allow the matters to be discussed citing its prerogative right to do so. EHWU commenced picket action. The dispute was referred to the Minister who decided in favour of EHWU without giving Eng Hup the opportunity to be heard.

The parties finally signed a collective agreement that was valid for three years. Maniam and Muthu, employees of Eng Hup but who were not members of EHWU found that the collective agreement did not provide for extra allowance stipulated under their personal contracts and had been paid to them prior to the signing of the collective agreement. They filed a suit against Eng Hup for breach of contract.

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On one occasion, Eng Hup had not paid the overtime payments stipulated in the collective agreement. When asked, Eng Hup came up with many excuses. This angered EHWU and the workers went on to organize another strike action without resorting to other remedy under the IRA. In retaliation, Eng Hup unilaterally terminated the collective agreement before the expiry of the three-year period.

Discuss any relevant issues. Cite relevant statutory provisions and case law.

(Total:25 marks)

SECTION B

Instruction: Section A has THREE questions. It is COMPULSORY to answer ALL questions in this Section.

QUESTION 2

"The Employment Act 1955 is not of universal application. It does not apply to all employees. It applies only to employees falling into the definition under the Act".

Discuss the above statement in the context of the type of employees that are covered by the Employment Act 1955.

(Total: 25 marks)

QUESTION 3

"It is true that a contract of employment does not necessarily or perhaps normally, oblige the master to provide the servant with work. Provided I pay my cook her wages regularly, she cannot complain if I choose to take any or all of my meals out".

(Per Asquith J in Collier v. Sunday Publishing Co. Ltd. (1940) 2 K.B. 647, at P. 690).

Discuss this statement in the Context of whether these is at common law an obligation on the part of the employer to provide work for the employee apart from a payment of his wages.

(Total: 25 marks)

QUESTION 4

a) The Employment Act provides special protection for female workers. The Act does not require equal pay for equal work, nor does it outlaw discrimination against women. The provisions of the Act relating to women mostly concern working hours and maternity benefits. By referring to the Employment Act 1955, discuss the types of work that women are prohibited from doing under the Act.

(10 marks)

Continued...

b) Suzana, an employee of Cekap Co. discovered that some of her wages had been deducted during her maternity leave. Then she comes to you to know whether an employer can make deductions from his employees' wages or not during her maternity leave. She also wants to know about maternity protection. Advise her on her rights.

(15 marks)

(Total: 25 marks)

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